



AGENDA

18700 Ward St.
Fountain Valley, CA 92708
(714) 378-3200

PROPERTY MANAGEMENT COMMITTEE MEETING
WITH BOARD OF DIRECTORS *
ORANGE COUNTY WATER DISTRICT
Friday, August 22, 2025 – 12:00 p.m. – Conference Room C-2

*The OCWD Property Management Committee meeting is noticed as a joint meeting with the Board of Directors for the purpose of strict compliance with the Brown Act and it provides an opportunity for all Directors to hear presentations and participate in discussions. Directors receive no additional compensation or stipend as a result of simultaneously convening this meeting. Items recommended for approval at this meeting will be placed on **September 3, 2025** Board meeting Agenda for approval.

This meeting will be held in person. As a convenience for the public, the meeting may also be accessed by Zoom Webinar and will be available by either computer or telephone audio as indicated below. Because this is an in-person meeting and the Zoom component is not required, but rather is being offered as a convenience, if there are any technical issues during the meeting, this meeting will continue and will not be suspended.

Computer Audio: You can join the Zoom meeting by clicking on the following link:

<https://ocwd.zoom.us/j/81364630427>

Meeting ID: 813 6463 0427

Telephone Audio: (213) 338 8477

Teleconference Sites:

10382 Bonnie Drive, Garden Grove
20 Civic Center, Santa Ana
303 W. Commonwealth Ave., Fullerton
19 Cannery, Buena Park
1502 North Broadway, Santa Ana
650 Town Center Drive, Costa Mesa

* Members of the public may attend and participate at all locations.

ROLL CALL

ITEMS RECEIVED TOO LATE TO BE AGENDIZED

RECOMMENDATION: Adopt resolution determining need to take immediate action on item(s) and that the need for action came to the attention of the District subsequent to the posting of the Agenda (requires two-thirds vote of the Board members present, or, if less than two-thirds of the members are present, a unanimous vote of those members present.)

VISITOR PARTICIPATION

Time has been reserved at this point in the agenda for persons wishing to comment for up to three minutes to the Board of Directors on any item that is not listed on the agenda, but within the subject matter jurisdiction of the District. By law, the Board of Directors is prohibited from taking action on such public comments. As appropriate, matters raised in these public comments will be referred to District staff or placed on the agenda of an upcoming Board meeting.

At this time, members of the public may also offer public comment for up to three minutes on any item on the Consent Calendar. While members of the public may not remove an item from the Consent Calendar for separate discussion, a Director may do so at the request of a member of the public.

CONSENT CALENDAR (ITEMS NO. 1-2)

All matters on the Consent Calendar are to be approved by one motion, without separate discussion on these items, unless a Board member or District staff request that specific items be removed from the Consent Calendar for separate consideration.

- 1. MINUTES OF PROPERTY MANAGEMENT COMMITTEE MEETING HELD JULY 25, 2025

RECOMMENDATION: Approve minutes as presented

- 2. AMENDMENT TO PHEASANT LEASE TO ELAINE RAAHAUGE D.B.A. MIKE RAAHAUGE'S SHOOTING ENTERPRISES AT PRADO BASIN FOR ONE-YEAR EXTENSION

RECOMMENDATION: Agendize for September 3 Board meeting: Approve and authorize execution of Amendment Twenty-One to Pheasant Lease to Elaine Raahauge DBA Mike Raahauge's Shooting Enterprises that provides for a one-year extension of the lease through September 30, 2026, with all other terms and conditions remaining the same

MATTERS FOR CONSIDERATION

- 3. LICENSE AGREEMENT WITH OCVIBE AND EASEMENT TO THE CITY OF ANAHEIM FOR WATER UTILITY RELOCATION AT BURRIS BASIN

RECOMMENDATION: Agendize for September 3 Board meeting:

- 1) Approve and authorize the General Manager to finalize and execute a short-term License Agreement with Anaheim Real Estate Partners, LLC (OCVIBE) for temporary use of OCWD property to relocate City of Anaheim water utility facilities, with a License Fee of \$1,148, subject to General Counsel review; and
- 2) Approve a non-exclusive Easement to the City of Anaheim for its ongoing operation and maintenance

- 4. STATUS UPDATE REGARDING THE DISTRICT'S IMPERIAL HIGHWAY PROPERTY

RECOMMENDATION: Agendize for September 3 Board meeting: Direct staff as appropriate

INFORMATIONAL ITEM

- 5. STATUS UPDATE ON THE CITY OF ANAHEIM'S PROPOSED OC RIVER WALK PROJECT

CHAIR DIRECTION AS TO ITEMS TO AGENDIZE AS MATTERS FOR CONSIDERATION AT THE SEPTEMBER 3 BOARD MEETING

DIRECTORS' COMMENTS/REPORTS

GENERAL MANAGER'S COMMENTS/REPORTS

ADJOURNMENT

PROPERTY MANAGEMENT COMMITTEE

Committee Members

Steve Sheldon - Chair
Natalie Meeks - Vice Chair
Fred Jung
Roger Yoh
Cathy Green

Alternates

Dina Nguyen - Alternate 1
Valerie Amezcua - Alternate 2
Van Tran - Alternate 3
Erik Weigand - Alternate 4
Denis Bilodeau - Alternate 5

In accordance with the requirements of California Government Code Section 54954.2, this agenda has been posted at the guard shack entrance and in the main lobby of the Orange County Water District, 18700 Ward Street, Fountain Valley, CA and on the OCWD website not less than 72 hours prior to the meeting date and time above. All written materials relating to each agenda item are available for public inspection in the office of the District Secretary. Backup material for the Agenda is available at the District offices for public review and can be viewed online at the District's website: www.ocwd.com

Pursuant to the Americans with Disabilities Act, persons with a disability who require a disability-related modification or accommodation in order to participate in a meeting, including auxiliary aids or services, may request such modification or accommodation from the District Secretary at (714) 378-3234, by email at cfuller@ocwd.com, by fax at (714) 378-3373. Notification 24 hours prior to the meeting will enable District staff to make reasonable arrangements to assure accessibility to the meeting.

As a general rule, agenda reports or other written documentation has been prepared or organized with respect to each item of business listed on the agenda, and can be reviewed at www.ocwd.com. Copies of these materials and other disclosable public records distributed to all or a majority of the members of the Board of Directors in connection with an open session agenda item are also on file with and available for inspection at the Office of the District Secretary, 18700 Ward Street, Fountain Valley, California, during regular business hours, 8:00 am to 5:00 pm, Monday through Friday. If such writings are distributed to members of the Board of Directors on the day of a Board meeting, the writings will be available at the entrance to the Board of Directors meeting room at the Orange County Water District office.

MINUTES OF THE PROPERTY MANAGEMENT COMMITTEE MEETING
WITH BOARD OF DIRECTORS
ORANGE COUNTY WATER DISTRICT
July 25, 2025 @ 12:00 p.m.

Director Sheldon called the Property Management Committee meeting to order in Conference Room C-2. Members of the public also participated via Zoom. The Secretary called the roll and reported a quorum as follows:

Committee

Steve Sheldon
Natalie Meeks
Fred Jung
Roger Yoh
Cathy Green

OCWD Staff

John Kennedy, General Manager
Daniel Park, Property Manager
Jeremy Jungreis, General Counsel
Christina Fuller, District Secretary

Alternates

Dina Nguyen
Valerie Amezcua
Van Tran (absent)
Erik Weigand
Denis Bilodeau

CONSENT CALENDAR (ITEMS NO. 1-2)

The Consent Calendar was approved upon motion by Director Green, seconded by Director Sheldon, and carried [5-0] as follows:

Ayes: Sheldon, Meeks, Jung, Yoh, Green

1. Meeting Minutes

The Minutes of the Property Management Committee meeting held June 27, 2025 were approved as presented.

2. Approval of License Agreement with Spectrum Pacific West, LLC (Charter Communications) for Installation and Maintenance of Underground Fiber Optic Facilities

Recommended for approval at August 6 Board meeting: Approve the License Agreement between OCWD and Spectrum Pacific West, LLC (Charter Communications) for the non-exclusive use of OCWD property adjacent to South Tustin Avenue in Anaheim for the installation, maintenance, and operation of underground fiber optic facilities for a 10-year term and one-time fee of \$6,514.

MATTER FOR CONSIDERATION

3. Orange County Transit Authority Temporary Construction Easement Request for State Route 91 Improvements

Property Director Daniel Park recalled that the Orange County Transportation Authority (OCTA), in partnership with the California Department of Transportation (Caltrans), is working to improve State Route 91 (SR-91) between SR-57 and SR-55. He advised that OCTA has requested temporary construction easements (TCEs) over portions of OCWD property located at the Tustin Avenue Bridge, Santa Ana River Bridge, and the Tustin Avenue eastbound off-ramp for approximately five years to facilitate construction activities. He noted that OCTA has submitted an offer package to OCWD that

includes an appraisal prepared by CBRE, a draft Right-of-Way Contract, and supporting documentation for the TCEs. Mr. Park reported that at OCWD's request, CBRE assessed the value of the areas where the temporary easements are proposed and advised that since this land is part of the river channel and is zoned for open space and water use and cannot be developed, it was evaluated based on its limited use as part of the broader river corridor. He reported that based on this analysis, CBRE concluded the fair market value of the temporary easements is \$60,400. He stated that OCTA is also offering a 20% incentive payment of \$12,080, contingent on OCWD's timely acceptance of the offer, bringing the total proposed compensation to \$72,480. He stated that staff recommends approval of the compensation amount while both parties continue to finalize the Right-of-Way Contract and easement documents.

Upon motion by Director Green, seconded by Director Sheldon and carried [5-0], the Committee recommended for approval at the August 6 Board meeting: Approve the compensation offer from the Orange County Transportation Authority in the amount of \$72,480, which includes \$60,400 in compensation for Temporary Construction Easements and a \$12,080 incentive payment.

Ayes: Sheldon, Meeks, Jung, Yoh, Green

INFORMATIONAL ITEMS

4. Status Update Regarding District Lessee, The Adventure Lagoon (Aquapark)

David Wabiszewski, President of the Aquapark, provided the Committee with a status update on current operations noting permitting and zoning issues he has been experiencing with the City of Anaheim.

5. Status Update Regarding the District's Imperial Highway Property

Mr. Park advised that Dudek was contracted to provide traffic engineering services focusing on the segment of Imperial Highway between the Santa Ana River and the intersection with the SR-91 eastbound ramps. He stated that the Dudek-Wood Rodgers team is developing conceptual site access plans. He noted that Wood Rodgers will design access options to Imperial Highway following Caltrans standards, while Dudek will use Synchro software to analyze vehicle intersection delays. He stated that he will keep the Committee updated.

6. Status Update on Planning of In-Place Remediation for the Prado Lead Remediation Project

Mr. Park advised staff recently submitted a draft of the Initial Study / Mitigated Negative Declaration (IS/MND), as required by the California Environmental Quality Act (CEQA), and the Remedial Action Plan (RAP) to DTSC for review and comment. He noted that once DTSC's comments have been adequately resolved, it is anticipated that the IS/MND and RAP will be circulated for public review later this year.

ADJOURNMENT

There being no further business to come before the Committee, the meeting was adjourned at 1:05 p.m.

Steve Sheldon, Chair

AGENDA ITEM SUBMITTAL

Meeting Date: August 22, 2025

To: Property Management Committee
Board of Directors

From: John Kennedy

Staff Contact: C. Olsen/D. Park

Budgeted: N/A

Budget Amount: N/A

Estimated Revenue: \$3,000 (annually)

Funding Source: N/A

Program/Line Item No.: N/A

General Counsel Approval: Required

Engineers/Feasibility Report: N/A

CEQA Compliance: N/A

Subject: AMENDMENT TO PHEASANT LEASE TO ELAINE RAAHAUGE D.B.A. MIKE RAAHAUGE'S SHOOTING ENTERPRISES AT PRADO BASIN FOR ONE-YEAR EXTENSION

SUMMARY

The District has a lease with Elaine Raahauge d.b.a. Mike Raahauge's Shooting Enterprises (MRSE) to use the existing Pheasant Fields and the easterly half of the South Bluff (Premises) for raising game birds, the non-exclusive use of the clubhouse and roads, hunter safety classes, operation of dog kennels, and a caretaker's trailer at Prado Basin. The original lease expiration date was September 30, 2006 and has subsequently been extended on an annual basis to September 30, 2025. MRSE has requested that the lease be extended for one year to a new expiration date of September 30, 2026.

Attachment: Amendment Twenty-One to Pheasant Lease

RECOMMENDATION

Agendize for September 3 Board meeting: Approve and authorize execution of Amendment Twenty-One to Pheasant Lease to Elaine Raahauge DBA Mike Raahauge's Shooting Enterprises that provides for a one-year extension of the lease through September 30, 2026, with all other terms and conditions remaining the same.

BACKGROUND/ANALYSIS

The District has a lease with MRSE to use the existing Pheasant Fields and the easterly half of the South Bluff for use as a pheasant hunting concession, raising game birds, the non-exclusive use of the clubhouse and roads, hunter safety classes, operation of dog kennels, and a caretaker's trailer; with a base rent of \$250 per month or \$2,500 per month for months when pheasant hunting is conducted, and a current expiration date of September 30, 2025.

On October 4, 2017, the Lease was amended to remove the use or discharge of firearms on the Premises, based on findings from the Focused Feasibility Study (Environmental Stewardship Plan for the Prado Shooting Areas), developed by AECOM in August 2016, and included with the Shooting Range Lease executed with Mike Raahauge Shooting Enterprises, Inc. on April 5, 2017. With shooting eliminated on the Premises, the Lease was also amended to remove the \$2,500 per month for months when pheasant hunting is

conducted.

With the Lease expiring on September 30, MRSE has requested that the Lease be extended for one year to a new expiration date of September 30, 2026. Board Resolution R05-11-126 provides that the Lease may be renewed annually by mutual written consent of both the Lessee and Lessor. Staff has no objection to the renewal request as there are no conflicts with District operations.

PRIOR RELEVANT BOARD ACTIONS

9/4/24, R24-9-107 Approve Amendment Twenty to Pheasant Hunting Lease with Elaine Raahauge dba Mike Raahauge's Shooting Enterprises providing for a one-year extension through September 30, 2025 with all other terms and conditions of the Lease to remain the same.

9/6/23, R23-9-115 Approve Amendment Eighteen to Pheasant Hunting Lease with Elaine Raahauge dba Mike Raahauge's Shooting Enterprises providing for a one-year extension through September 30, 2024 with all other terms and conditions of the Lease to remain the same. The amendment was erroneously titled "Amendment Eighteen to Lease", but should be correctly titled "Amendment Nineteen to Lease".

6/7/23, R23-6-75 Authorize the General Manager to Negotiate and Execute Amendments to the Shooting Range and Pheasant Leases to include Cattle Grazing at Prado Basin.

9/7/22, R22-9-120 Approve Amendment Seventeen to Pheasant Hunting Lease with Elaine Raahauge dba Mike Raahauge's Shooting Enterprises providing for a one-year extension through September 30, 2023 with all other terms and conditions of the Lease to remain the same.

9/15/21, R21-9-134 Approve Amendment Sixteen to Pheasant Hunting Lease with Elaine Raahauge dba Mike Raahauge's Shooting Enterprises providing for a one-year extension through September 30, 2022 with all other terms and conditions of the Lease to remain the same.

9/16/20, R20-9-118 Approve Amendment Fifteen to Pheasant Hunting Lease with Elaine Raahauge dba Mike Raahauge's Shooting Enterprises providing for a one-year extension through September 30, 2021 with all other terms and conditions of the Lease to remain the same.

9/18/19, R19-9-133 Approve Amendment Fourteen to Pheasant Hunting Lease with Elaine Raahauge dba Mike Raahauge's Shooting Enterprises providing for a one-year extension through September 30, 2020 with all other terms and conditions of the Lease to remain the same.

9/5/18, R18-9-115 Approve Amendment Thirteen to Pheasant Hunting Lease with Elaine Raahauge dba Mike Raahauge's Shooting Enterprises providing for a one-year extension through September 30, 2019 with all other terms and conditions of the Lease to remain the same.

10/4/17, R17-10-127 Approve Amendment Twelve to Pheasant Hunting Lease with Elaine Raahauge dba Mike Raahauge's Shooting Enterprises providing for a one-year extension through September 30, 2018, rent to be \$250 per month, and removing the use or discharge of firearms on the Lease Premises, with all other terms and conditions of the Lease to remain the same.

9/7/16, R16-9-116 Approve Amendment Eleven to Pheasant Hunting Lease with Elaine Raahauge dba Mike Raahauge's Shooting Enterprises providing for a one-year extension through September 30, 2017, with all terms and conditions of the Lease to remain the same.

9/2/15, R15-9-118 Approve Amendment Ten to Pheasant Hunting Lease with Elaine Raahauge dba Mike Raahauge's Shooting Enterprises providing for a one-year extension through September 30, 2016, with all terms and conditions of the Lease to remain the same.

9/3/14, R14-9-121 Approve Amendment Nine to Pheasant Hunting Lease with Elaine Raahauge dba Mike Raahauge's Shooting Enterprises providing for a one-year extension through September 30, 2015, with all terms and conditions of the Lease to remain the same.

10/2/13, R13-10-128, Approve Consent to Assignment of Lease and Amendment Eight to Pheasant Hunting Lease with Elaine Raahauge d.b.a. Mike Raahauge's Shooting Enterprises providing for a one-year extension through September 30, 2014, with all terms and conditions of the Lease to remain the same.

9/5/12, R12-9-105, Approve and authorize execution of Amendment Seven to Pheasant Hunting Lease with Mike Raahauge d.b.a. Mike Raahauge Shooting Enterprises providing for a one-year extension through September 30, 2013, with all terms and conditions of the Lease to remain the same.

9/7/11, R11-9-125 - Approve and authorize execution of Amendment Six to Pheasant Hunting Lease with Mike Raahauge d.b.a. Mike Raahauge Shooting Enterprises providing for a one-year extension through September 30, 2012, with all terms and conditions of the Lease to remain the same.

9/1/10, R10-9-141 - Approve and authorize execution of Amendment Five to Pheasant Hunting Lease with Mike Raahauge d.b.a. Mike Raahauge Shooting Enterprises providing for a one-year extension through September 30, 2011, with all terms and conditions of the Lease to remain the same.

9/2/09, R09-09-141 - Approve and authorize execution of Amendment Four to Pheasant Hunting Lease with Mike Raahauge d.b.a. Mike Raahauge Shooting Enterprises providing for a one-year extension through September 30, 2010, with all terms and conditions of the Lease to remain the same.

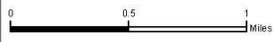
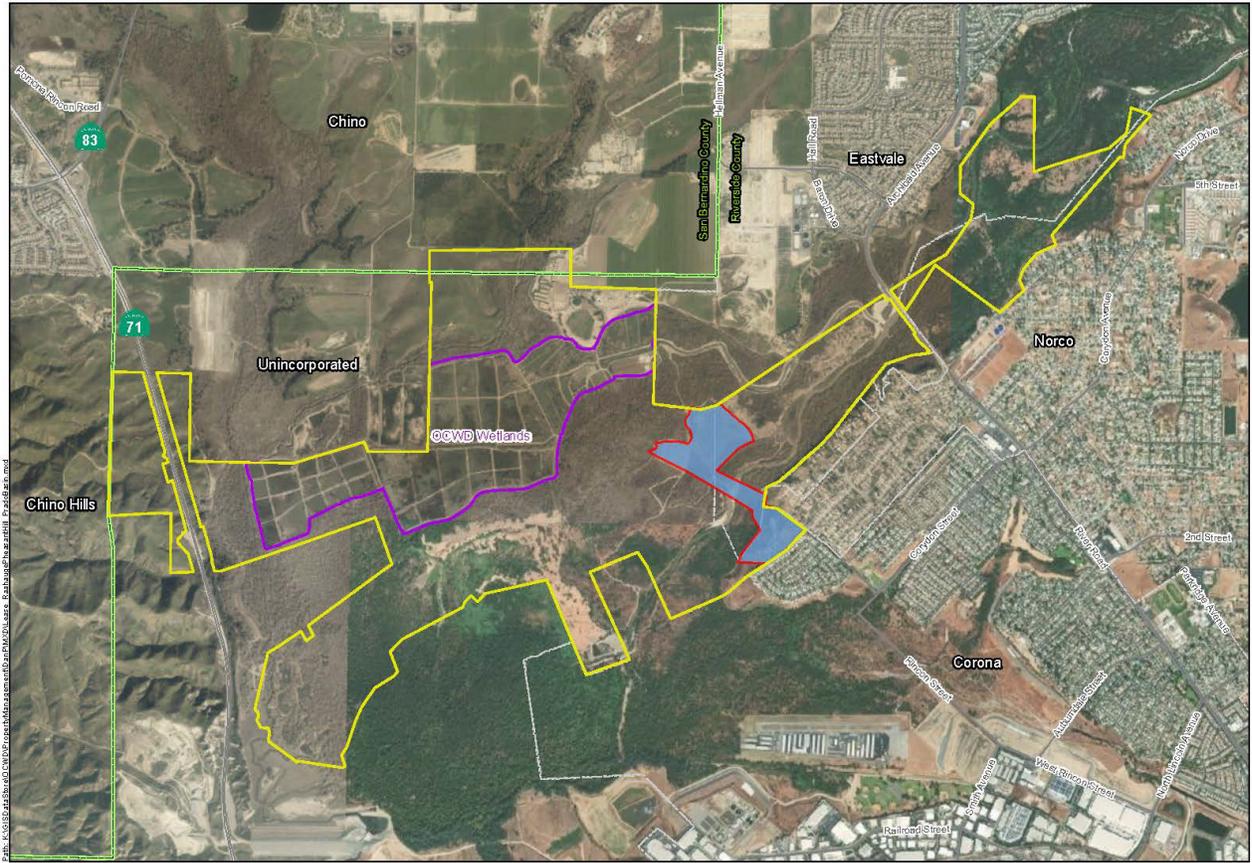
9/3/08, R08-09-120 - Approve and authorize execution of Amendment Three to Pheasant Hunting Lease with Mike Raahauge d.b.a. Mike Raahauge Shooting Enterprises providing for a one-year extension through September 30, 2009, with all terms and conditions of the Lease to remain the same.

10/3/07, R07-10-138 - Approve and authorize execution of Amendment Two to Pheasant Hunting Lease with Mike Raahauge d.b.a. Mike Raahauge Shooting Enterprises providing for a one-year extension through September 30, 2008, with all terms and conditions of the Lease to remain the same.

9/20/06, R06-09-113 - Approve and authorize execution of Amendment One to Pheasant Hunting Lease with Mike Raahauge d.b.a. Mike Raahauge Shooting Enterprises providing for a one-year extension through September 30, 2007, with all terms and conditions of the Lease to remain the same.

11/2/05, R05-11-126 - Approve Lease with Mike Raahauge d.b.a. Mike Raahauge Shooting Enterprises to conduct a pheasant hunting concession in Prado Basin for one-year term expiring September 30, 2006, and Lease may be renewed annually by mutual written consent by both the Lessee and Lessor.

LOCATION MAP



- OCWD-Owned Parcels
- OCWD Wetlands
- Pheasant Hunting Field and South Bluff Lease

Mike Raahauge
Pheasant Hunting Lease

AMENDMENT TWENTY-ONE TO LEASE
(Pheasant Lease)

THIS AMENDMENT is made and entered into this 3rd day of September 2025 by and between the **ORANGE COUNTY WATER DISTRICT**, a political subdivision of the State of California (hereinafter, the “Lessor”) and **ELAINE RAAHAUGE d.b.a. MIKE RAAHAUGE’S SHOOTING ENTERPRISES** (hereinafter, the “Lessee”):

RECITALS

WHEREAS, Lessor and Lessee entered into a Lease on November 2, 2005 (hereinafter, the “Lease”) for the purpose of conducting a pheasant hunting concession, raising game birds, the non-exclusive use of the clubhouse and roads, hunter safety classes, operation of dog kennels, and a caretaker’s trailer with a base rent of \$250 per month for the use of District facilities and land, or \$2,500 per month for months when pheasant hunting is conducted; and

WHEREAS, On September 20, 2006, this Lease was extended to September 30, 2007 with all terms and conditions of the Lease remaining the same;

WHEREAS, This Lease subsequently has been extended on an annual basis with all terms and conditions of the Lease remaining the same;

WHEREAS, On October 2, 2013, the District consented to the Assignment of Lease to Elaine Raahauge d.b.a. Mike Raahauge’s Shooting Enterprises and this Lease was extended to September 30, 2014 with all terms and conditions of the Lease remaining the same;

WHEREAS, This Lease subsequently has been extended on an annual basis with all terms and conditions of the Lease remaining the same;

WHEREAS, On April 5, 2017, the District entered into a new Shooting Range Lease Agreement with Mike Raahauge’s Shooting Enterprises, Inc. for a period of 30 years through April 30, 2047; with two 10-year options to extend, including an Environmental Stewardship Plan, and Focused Feasibility Study dated August 2016;

WHEREAS, On September 9, 2017 the Pheasant Hunting Lease was extended to a new expiration date of September 30, 2018 with the condition that shooting will not be allowed in the Lease Premises based on the findings set forth in the Focused Feasibility Study included with the Shooting Range Lease executed April 5, 2017, and rent to be \$250 per month, with all other terms and conditions of the Lease to remain the same;

WHEREAS, on September 5, 2018 the Lease was extended to a new expiration date of September 30, 2019;

WHEREAS, on September 18, 2019 the Lease was extended to a new expiration date of September 30, 2020;

WHEREAS, on September 16, 2020 the Lease was extended to a new expiration date of September 30, 2021;

WHEREAS, on September 15, 2021 the Lease was extended to a new expiration date of September 30, 2022;

WHEREAS, on September 7, 2022 the Lease was extended to a new expiration date of September 30, 2023;

WHEREAS, on June 7, 2023 the Lease was amended to include Cattle Grazing as an acceptable use of the Premises;

WHEREAS, on September 6, 2023 the Lease was extended to a new expiration date of September 30, 2024. The amendment was erroneously titled "Amendment Eighteen to Lease", but should be correctly titled "Amendment Nineteen to Lease";

WHEREAS, on September 4, 2024 the Lease was extended to a new expiration date of September 30, 2025;

WHEREAS, this Lease expires on September 30, 2025 and Lessor and Lessee want to extend the Lease to a new expiration date of September 30, 2026.

NOW, THEREFORE, in consideration of the matters set forth in the foregoing recitals and the terms, covenants and conditions hereinafter contained, the parties do hereby agree as follows:

1. Lease Section One (Term), Paragraph 1.2 (Original Lease Term), the Expiration Date of the Lease is hereby extended to a new Expiration Date of September 30, 2026.
2. Each and every other term, covenant and condition of the Lease not herein expressly modified is hereby ratified and confirmed and shall remain in full force and effect.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Lease as of the day and year first hereinabove written.

“LESSOR”

**APPROVED AS TO FORM:
RUTAN & TUCKER LLP**

ORANGE COUNTY WATER DISTRICT

By: _____
General Counsel for Orange
County Water District

By: _____
Denis Bilodeau, President

By: _____
John Kennedy, General Manager

“LESSEE”

ELAINE RAAHAUGE d.b.a.
MIKE RAAHAUGE’S SHOOTING
ENTERPRISES

By: _____
Elaine Raahauge, Owner

AMEND TWENTY-ONE (8-14-25)

AGENDA ITEM SUBMITTAL

Meeting Date: August 22, 2025

To: Property Management Committee
Board of Directors

From: John Kennedy

Staff Contact: C. Olsen/D. Park

Budgeted: N/A

Budgeted Amount: N/A

Revenue Estimate: \$1,148

Funding Source: N/A

Program/ Line Item No. N/A

General Counsel Approval: Yes

Engineers/Feasibility Report: N/A

CEQA Compliance: N/A

Subject: LICENSE AGREEMENT WITH OCVIBE AND EASEMENT TO THE CITY OF ANAHEIM FOR WATER UTILITY RELOCATION AT BURRIS BASIN

SUMMARY

Anaheim Real Estate Partners, LLC (OCVIBE) has proposed to relocate City of Anaheim (City) water utility facilities onto OCWD property adjacent to Burris Basin in Anaheim, in support of the Platinum Triangle development. The project involves widening and renaming South Phoenix Club Drive to River Road, requiring relocation of potable and fire water services serving OCWD. OCVIBE has requested a License Agreement to relocate the City's facilities and an Easement to the City for its ongoing operation and maintenance.

Attachment: Easement Deed - City of Anaheim

RECOMMENDATION

Agendize for September 3 Board meeting:

- 1) Approve and authorize the General Manager to finalize and execute a short-term License Agreement with Anaheim Real Estate Partners, LLC (OCVIBE) for temporary use of OCWD property to relocate City of Anaheim water utility facilities, with a License Fee of \$1,148, subject to General Counsel review; and
- 2) Approve a non-exclusive Easement to the City of Anaheim for its ongoing operation and maintenance.

DISCUSSION/ANALYSIS

The OCVIBE Platinum Triangle development project requires relocating existing City water utility facilities (Facilities) onto OCWD property adjacent to Burris Basin in Anaheim (APN 253-472-01). The relocation supports the widening and renaming of South Phoenix Club Drive to River Road, upgrading the roadway from a two-lane to a four-lane primary arterial to improve connectivity.

To complete the relocation, OCVIBE has requested temporary License Agreement to access OCWD property. The Facilities to be relocated include a 6-inch water meter, an 8-inch Double Detector Check Assembly, pipelines, valves, and related appurtenances

serving OCWD. OCVIBE will be responsible for all project costs, permits, CEQA compliance, environmental and regulatory requirements, and for restoring all disturbed areas to original or better condition within 30 days of construction completion of the Facilities, subject to OCWD's approval. All construction, modifications, or alterations require prior written approval from OCWD, with coordination to minimize disruptions to utility services. The License Agreement has been sent to OCVIBE and is pending review.

Concurrently, OCVIBE is coordinating with the City to establish a non-exclusive Easement from OCWD for ownership, operation, and maintenance rights of the relocated Facilities. The proposed Easement area covers approximately 2,491 square feet within a larger 3.86-acre parcel adjacent to the Santa Ana River. Staff and the City have agreed to easement terms, and OCWD General Counsel has approved the deed as to form.

An independent appraisal by Norris Realty Advisors valued the proposed easement at \$320 with nominal annual rent, reflecting the open space nature of the parcel. Given this nominal appraisal value, staff determined that OCWD's standard one-time License Fee of \$1,148 is sufficient and appropriate for this project.

Staff recommends authorizing the General Manager to finalize and execute a short-term License Agreement with OCVIBE for the temporary use of OCWD property to relocate the Facilities, and to approve the Easement Deed to the City for its ongoing operation and maintenance.

PRIOR BOARD ACTION(S)

N/A

LOCATION MAP



G:\Projects\Projects\Map\Projects\Map.aprx (8/18/2015)



- Easement Area (Parcel 1) ~ 0.06 acre
- Orange County Parcels

Easement Area to the City of Anaheim

Figure 1

SOURCE: GCWD (08/2025); Mapmap(5/2025); County of Orange (2018)

Recording Requested by:

City Clerk of the City of Anaheim

WHEN RECORDED MAIL TO:
CITY CLERK
CITY OF ANAHEIM
P.O. BOX 3222
ANAHEIM, CA 92803



EXEMPT-GOVERNMENT AGENCY
(Government Code §§6103 & 27383)

By: _____
City Clerk, City of Anaheim

(Space Above Line For Recorder's Use Only)

EASEMENT DEED

DOCUMENTARY TRANSFER TAX:
Exempt pursuant to Revenue and Taxation Code Section 11922

City Deed # _____
APN # _____
File # _____

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the **ORANGE COUNTY WATER DISTRICT**, a political subdivision of the State of California Chapter 924 of the Statutes of 1933, as amended ("Grantor") **HEREBY GRANTS** to the **CITY OF ANAHEIM**, a municipal corporation ("Grantee") a non-exclusive non-assignable easement to construct, reconstruct, install, replace, reconfigure, operate, maintain, repair, relocate, remove, inspect, observe, and study Grantee's utility facilities, equipment, and related water utility appurtenances (collectively the "Facilities") in, on, over, under, upon, above, along and across the land in the City of Anaheim, County of Orange, State of California, described in Exhibits "A" and "B" attached hereto and incorporated by reference herein ("Easement Area"), together with all rights of ingress and egress thereto, including the right to enter onto the Easement Area with such vehicles, machinery, and equipment as may be necessary or convenient to the construction, reconstruction, installation, replacement, reconfiguration, operation, maintenance, repair, relocation, removal, inspection, observation, and study of said Facilities. Grantee shall not use or enter onto the Easement Area for any purpose other than those described herein.

Except as otherwise provided herein, Grantee has the right to prevent any activity on or use of the Easement Area that (a) is inconsistent with the purposes of this easement; (b) interferes with or is harmful to Grantee's rights herein; or (c) interferes with or is harmful to Grantee's Facilities. Grantor agrees not to use or allow the use of the Easement Area in such a way as to impede, harm, or interfere with (a) the Grantee's rights as defined herein; or (b) Grantee's Facilities. Grantee will backfill to grade, pay reasonable costs of removal, repair or restoration, of grass or asphalt only within the Easement Area affected by work performed by Grantee in furtherance of the rights granted herein.

1. **RESERVATIONS:** This Easement Deed is subject to the following reservations in favor of Grantor: Subject to rights and obligations set forth above, Grantor hereby reserves perpetual access rights across, through, under, and over the Easement Area for the purpose of obtaining access to any above-surface or below surface facilities of Grantor.
2. **SUCCESSORS:** This Easement Deed, and all of the terms, conditions and provisions herein, shall inure to the benefit of, and be binding upon, Grantor, Grantee, and their respective successors, transferors, and assigns.
3. **GOVERNING LAW:** This Easement Deed and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of the State of California, with venue in Orange County.
4. **MAINTENANCE:** Grantee shall maintain all improvements that Grantee constructs in the Easement Area in good and working condition at its sole cost and expense.
5. **IMPROVEMENTS:** Prior to the commencement of construction of any improvements, Grantee shall coordinate activities on OCWD property with OCWD's Engineering Department, which is located at the OCWD's Fountain Valley Office, 18700 Ward Street, Fountain Valley, CA 92708, (714) 378-3232. . In the event Grantee ceases to use the Facilities for their intended public utility purpose, or the Facilities are rendered obsolete, Grantee shall, at its sole cost and expense, either (i) upgrade or replace the Facilities to ensure they are no longer obsolete, or (ii) remove the Facilities from the Easement Area and restore the Easement Area to the condition existing immediately prior to the installation of the Facilities, reasonable wear and tear excepted. For purposes of this provision, "obsolete" means the Facilities are no longer reasonable capable of serving their intended public utility function and cannot be made so through ordinary maintenance or repair, and shall not include circumstances in which newer technology is available, but the existing Facilities remain functional and in service.
6. **INDEMNIFICATION:** Grantee shall indemnify and hold Grantor, Grantor's directors, officers, employees and agents harmless from and against damages, liability, and costs (including reasonable attorneys' fees and costs of defense) to the extent arising out of Grantee's licensees', permittees', and/or pedestrians' usage of the Easement Area and any Grantee improvements, installations, or Facilities thereon. This obligation shall not be restricted by any insurance amounts or proceeds.

Dated: _____

ORANGE COUNTY WATER DISTRICT, a
political subdivision of the State of California
organized under Chapter 924 of the Statutes of 1933,
as amended

APPROVED AS TO FORM,
RUTAN & TUCKER LLP

By: _____
Dennis Bilodeau, President

By: _____
General Counsel,
Orange County Water District

By: _____
John Kennedy, General Manager

EXHIBIT "A"

LEGAL DESCRIPTION

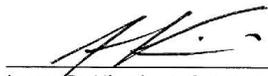
That portion of Lot 9 of the Fletcher Tract, in the City of Anaheim, County of Orange, State of California, as shown on a map recorded in Book 1, Page 41 of Miscellaneous Records LA (Book 3, Page 320 of Miscellaneous Records of Los Angeles County), in the Office of the County Recorder of Orange County, described as follows:

Beginning at the intersection of the northeasterly line of Ball Road (100.00 feet in width) per the Easement Deed recorded November 17, 1972 in Book 10432, Page 724 of Official Records, in said Office of County Recorder with a line parallel and distant 80.00 feet southeasterly of the northwesterly line of the Right of Way for channel of the Santa Ana River (600 feet wide) as described in the Grant of Right of Way recorded November 30, 1917 in Book 316, Page 153 of Deeds, in said office of the County Recorder; thence along said parallel line, North 16°57'33" East 19.75 feet; thence leaving said parallel line, North 61°58'27" East 4.24 feet; thence North 16°57'27" East 60.61 feet; thence South 73°02'33" East 16.42 feet; thence North 16°51'58" East 10.40 feet; thence South 73°08'02" East 15.00 feet; thence South 16°51'58" West 26.25 feet; thence South 14°31'31" West 18.30 feet; thence South 15°01'50" West 19.50 feet; thence North 74°58'10" West 5.38 feet; thence South 16°57'27" West 7.62 feet; thence North 73°02'33" West 7.50 feet; thence South 16°57'27" West 7.50 feet; thence South 61°58'27" West 22.99 feet to said northeasterly line; thence along said northeasterly line, North 58°09'26" West 6.97 feet to the **Point of Beginning**.

Containing 2,491 square feet, more or less.

Subject to covenants, conditions, reservations, restrictions, rights, rights of way and easements of record, if any.

As shown on Exhibit "B" attached hereto and by this reference made a part hereof.



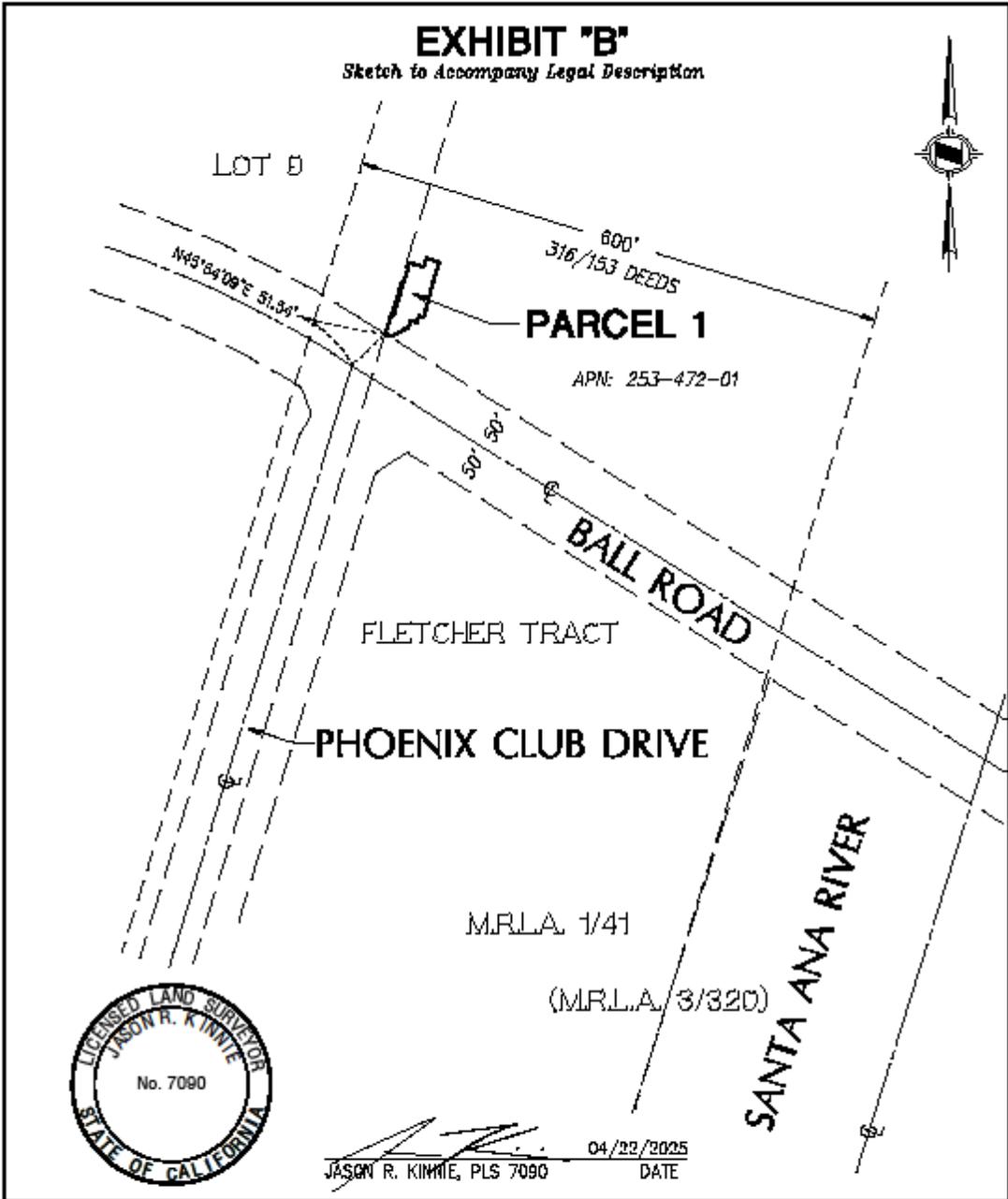
Jason R. Kinnie, L.S. No. 7090
Date: 04-22-2025



April 4, 2025
W.O. No. 4431-3X
H&A Legal No. 10867
By: J. Kinnie
Checked By: R. Wheeler

EXHIBIT "B"

Sketch to Accompany Legal Description



JASON R. KINNIE, PLS 7090
DATE 04/22/2025

HUNSAKER & ASSOCIATES IRVINE, INC. PLANNING ■ ENGINEERING ■ SURVEYING Three Highways - Irvine, CA 92618 - Tel: (949) 253-1810 - Fax: (949) 253-0288		EXHIBIT "B" CITY OF ANAHEIM, COUNTY OF ORANGE, STATE OF CALIFORNIA	
DATE: 04/04/25	REV. DATE: 04/22/25	DWG. BY: J. KINNIE	CHK'D BY: R. WHEELER
I:\oc\VI\BE\LD\1D867\SHTO1.dwg		SCALE: 1"=150'	W.D. 4431-3X
		H&A LEGAL No. 10867	SHEET 1 OF 2

AGENDA ITEM SUBMITTAL

Meeting Date: August 22, 2025

To: Property Management Committee
Board of Directors

From: John Kennedy

Staff Contact: C. Olsen/D. Park

Budgeted: N/A

Budget Amount: N/A

Cost Estimate: N/A

Funding Source: N/A

Program/Line Item No.: N/A

General Counsel Approval: N/A

Engineers/Feasibility Report: N/A

CEQA Compliance: N/A

**Subject: STATUS UPDATE REGARDING THE DISTRICT'S IMPERIAL HIGHWAY
PROPERTY**

SUMMARY

The District owns a vacant 19-acre property (Property) in the City of Anaheim, located west of Imperial Highway and south of the Santa Ana River (SAR). Currently with Board authorization, staff hired a firm to review access options from Imperial Highway. In the meantime, staff recommends considering a short-term tenant to help with site upkeep and provide a revenue source.

RECOMMENDATION

Agendize for September 3 Board meeting: Direct staff as appropriate.

DISCUSSION/ANALYSIS

The District owns a 19-acre parcel in Anaheim (APN 358-291-01) located west of Imperial Highway and south of the Property. The Property has access through a gate entrance on the southbound side of Imperial Highway, which passes over a portion of the Santa Ana River Trail. This trail and gate are maintained by the County of Orange, and the District has limited access to the Property for maintenance purposes. Staff has contacted Caltrans regarding site access and the approval process for a potential tenant to obtain access rights from Imperial Highway to the Property, however this has been inconclusive.

The Property was previously leased by Sunny Slope for about 40 years to operate a wholesale container tree nursery and is currently vacant. Sunny Slope terminated its lease in 2022. The District then hired Voit Real Estate for six months to market the Property for lease. Voit had a number of inquiries on the Property, however site access was and continues to be an issue for potential tenants.

Earlier this month, Dudek was contracted to provide traffic engineering services focusing on the segment of Imperial Highway between the Santa Ana River and the intersection with the SR-91 eastbound ramps. The Dudek–Wood Rodgers team is developing conceptual site access plans. Wood Rodgers will design access options to Imperial Highway following Caltrans standards, while Dudek will use Synchro software to analyze vehicle intersection delays and approach queues. The goal is to identify appropriate site access and land uses (residential, commercial, or mixed-use). If a viable access option is identified, further

coordination with Caltrans and the City of Anaheim will be needed for detailed feasibility and traffic studies.

The Property is currently vacant and requires frequent security patrol site visits to prevent trespassing, camping, illegal dumping, as well as ongoing vegetation maintenance by District staff. It is estimated these activities cost approximately \$94,500 annually. The previous lessee, Sunny Slope, was responsible for maintaining and securing the Property as part of their lease. Staff recommends testing the market to determine whether a potential lessee could utilize, secure, and maintain the Property on a short-term, year-by-year basis, with any such lease subject to termination if another viable option for the Property is identified.

Staff is requesting direction from the Committee.

Summary of Prior Steps Taken:

October 2022	Sunnyslope Trees notifies the District that it will vacate property December 1, 2022
November	Voit hired to market the property for lease
December	Sunnyslope vacated the property

May 2023	Agreement approved with Adams Streeter for Site Development analysis. Agreement with Voit terminated May 31
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June	Adams Streeter began work on boundaries and aerial survey of the property.
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July	Adams Streeter continues working on boundaries – seeking clarification from Title Company
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October	Title Company revises Preliminary Title Report (PTR) – provides update to boundary and ownership
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November	Adams Streeter revising aerial survey of property Title Company revises Preliminary Title Report (PTR) – provide another update to boundary and ownership (clarified overlapping boundaries)
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	Meeting with City of Anaheim staff to discuss potential access options
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January 2024	Letter sent to Interim Caltrans Director requesting a meeting to discuss Property access.
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February	Reached out to Assemblyperson Chen and State Senator Chin’s offices for assistance in meeting with Caltrans.
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March	Letter received from Caltrans Director Lan Zhou
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April	Staff met with Caltrans to discuss the letter received from Caltrans Director Lan Zhou and specifically about conceptual ideas for accessing the property
May	Staff review roundabout option with Adams Streeter and traffic engineer Pirzadeh and Associates
July	Draft Site Development Analysis from Adams Streeter
August	Final Site Development Analysis from Adams Streeter
September	Proposal from Voit to evaluate potential access options
October	Board approval to execute agreement with Voit to evaluate potential access options
November	Agreement executed with Voit

February 2025	Board approval to hire a traffic engineer Solicited proposals from traffic engineers
March & April	Received proposals from Pirzadeh and Associates, and Dudek
July	Agreement executed with Dudek

PRIOR RELEVANT BOARD ACTIONS

02/05/2025, R25-02-6: Authorize the General Manager to hire a consultant for traffic engineering services pertaining to potential development of access to the Imperial Highway property in an amount not to exceed \$20,000.

10/02/2024, R24-10-124: Approve and authorize execution of an Agreement with Voit Real Estate Services, exploring bridge access options to the Imperial Highway Property for 6-month term, at a rate of \$450 per hour, with a total cost not to exceed \$7,500.

5/17/2023, R23-05-61: Authorize the General Manager to negotiate and execute an agreement with Adams Streeter to prepare a Site Development Analysis of the District's Imperial Highway property to include 1) development of key information about the Property, and 2) development of high-level conceptual access options to the Property, meet with Caltrans and City of Anaheim staff to review and solicit feedback regarding the Property access concepts; at a cost not to exceed \$73,550

3/15/2023, M23-33: Authorize staff to engage an engineering firm to provide conceptual cost estimates for the access options and to develop key information about the Property

11/16/2022, M22-116: Authorize staff to engage the services of Voit Real Estate Services to market the property being vacated by Sunny Slope Tree Farm for Lease

LOCATION MAP



K:\GISDataStore\OCWD\Property\Management\DanP\MXD\SunnySlopeTreeFarm_APN358-291-01.mxd (5/5/2022)



-  OCWD Owned Parcel (APN 358-291-01)
-  Sunny Slope Tree Farm Leased Area

Sunny Slope Tree Farm Co.
OCWD Lease APN 358-291-01

SOURCE: OCWD (05/2022); OCPW (2021)

AGENDA ITEM SUBMITTAL

Meeting Date: August 22, 2025

To: Property Management Committee
Board of Directors

From: John Kennedy

Staff Contact: C. Olsen / D. Park

Budgeted: N/A

Budgeted Amount: N/A

Estimated Revenue: N/A

Funding Source: N/A

Program/ Line Item No. N/A

General Counsel Approval: N/A

Engineers/Feasibility Report: N/A

CEQA Compliance: N/A

Subject: STATUS UPDATE ON THE CITY OF ANAHEIM'S PROPOSED OC RIVER WALK PROJECT

SUMMARY

The city of Anaheim (City) is planning the OC River Walk project that would be adjacent to and within the Santa Ana River between approximately Ball Road and Orangewood Avenue. The City's project goals include increasing public access and connectivity via new walking and bike trails, economic growth, enhancing aesthetics, and providing access to the river and includes constructing two inflatable rubber dams in the river to create two water features. The City and the District are negotiating a Cooperative Agreement. Staff will provide an update on the project.

RECOMMENDATION

Informational

BACKGROUND/ANALYSIS

The City is interested in the potential to impound water in the river with two new inflatable dams, similar in type to the District's existing inflatable rubber dams. The concept being assessed by the City would locate a new inflatable dam in the river between the 57-freeway crossing and the railroad crossing that enters the ARTIC station and one dam farther downstream.

Figure 1 provides the precise location of the two dams. Most of the project area is on the Orange County Flood Control District property in the riverbed. The upper portion of the project area, north of the railroad crossing adjacent to the former Ball Road Recharge Basin, is on District property.

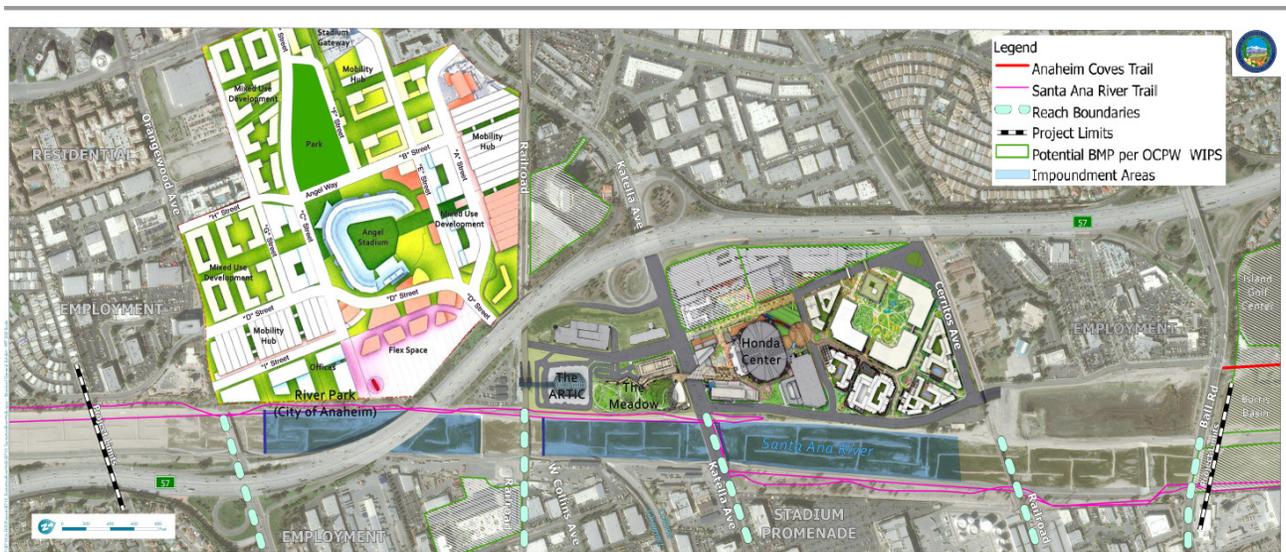
At the May 26, 2023, Property Committee meeting, staff was directed to work towards developing a Memorandum of Understanding (MOU) with the City sooner than later to allow the District and City to completely understand each agency's obligations with this unique project. Staff transmitted key deal points for the MOU on June 2, 2023, to the City who is taking the lead in preparing the MOU document and the City sent a draft Cooperative Agreement to District staff on August 31.

Based on direction by the Board of Directors at its May 26, 2023 and December 22 meeting, staff revised the draft Cooperative Agreement provided by the City and submitted it to the City on January 10, 2024. The Cooperative Agreement continues to be under negotiation.

At the May 2025 Property Committee meeting, City of Anaheim staff provided an update on the project. Subsequently, City staff provided a preliminary draft Environmental Impact Report (EIR) to District staff for review and comment. In June, District staff submitted comments on the draft EIR.

Staff will update the Committee.

Figure 1 – Area of Potential Impoundment Area in Santa Ana River



PRIOR RELEVANT BOARD ACTION(S)

N/A